

DEED OF TRUST

OF

BANTHORPE FAMILY TRUST

VICTORIA

**THIS DEED WAS DRAWN BY
GRIMM & GRIMM
SOLICITORS**

FOR

**ABBOTS
1ST FLR, 225 BRIDGE ROAD
RICHMOND VIC 3121
PO BOX 384, RICHMOND VIC 3121
PH: (03) 9427 8888 FAX: (03) 9427 7888**

THIS DEED OF SETTLEMENT is made on the date stated in the schedule attached (the Schedule) **BETWEEN** the persons named in the Schedule as settlor (the Settlor) and as trustees (the Trustees) AS the Settlor desires to provide for certain beneficiaries and proposes to transfer to the Trustees upon the execution of this deed the settled sum set out in the Schedule (the Settled Sum) and the Trustees have agreed to accept the Settled Sum as a trust to be known by the name specified in the Schedule

NOW THIS DEED PROVIDES :

TRUST FUND

1. The Trustees shall hold the Settled Sum and any other property which may be paid transferred or delivered to the Trustees to be held on the trusts of this settlement and the investments and moneys for the time being representing the same (the Trust Fund) upon the trusts and with and subject to the powers and provisions set out in this deed.

2. DEFINITIONS

A. The terms set out in the first column of the Schedule shall have the meanings set out against them in the second column of the Schedule.

B. Appointor: means the person named in the Schedule and includes the person at any time who is entitled to act as appointor pursuant to the provisions of this deed.

C. Beneficiary: means any person included in the Discretionary Class and any Corpus Beneficiary, excepting that it does not include any person named in the Schedule as an excluded beneficiary

D. Discretionary Class : means those persons named as Specified Beneficiaries in the Schedule, the Corpus Beneficiaries, and the parents grandparents brothers sisters spouses former spouses children grandchildren of the Specified Beneficiaries or of the Corpus Beneficiaries and the parents brothers sisters spouses former spouses and issue of any of the persons included by the preceding description (all of whom are to be included in the term " the related beneficiaries") and shall also include any company in which a related beneficiary owns a share or of which a related beneficiary is or has been a director and any trust under the terms of which a related beneficiary or any such company is entitled to a benefit whether vested contingent discretionary or otherwise and any person employed by any such company or trust or by the Trustee, or previously so employed, and any school or other establishment for educational or religious purposes and any charity. The trustees of any trust which comes within the discretionary class shall receive any benefit for that trust in their capacity as trustees and not in their personal capacity and the benefit shall be held by them and their successors as trustees upon the relevant trusts and upon the condition that the benefit will be fully vested on or before the Date of Vesting notwithstanding any provision of that trust which might allow for later vesting.

E. Spouse: includes a person legally married to the relevant person and any person deemed to be a spouse for the purposes of the Income Tax Assessment Act.

F. Child : the relationship of parent and child shall include adopted child and step-child.

G. Income : for the purpose of administration of these trusts the Trustees may regard as income any amount which is treated as income, under the current law relating to income tax.

H. Date of Vesting: shall mean the date specified in the Schedule or an earlier date which the Trustees may appoint in writing , provided that if under the law of the State or Territory specified in the Schedule the period up to the date specified in the Schedule shall be excessive or not applicable , the period from the date of this deed to the end of twentyone years from the death of the last lineal descendant now living of his late Majesty King George VI, shall be substituted for the date specified..

I. Person: shall include the trustee of a trust or unit trust in his capacity as such trustee.

SETTLOR

3. The Settlor desires this settlement to be construed so as to exclude the Settlor from any interest or benefit in the Trust Fund whether by resulting trust retained interest intestacy or otherwise and if any such interest or benefit should arise which would otherwise accrue to the Settlor the Trustees shall hold such interest or benefit for such general public charitable purpose as they may think fit and this settlement is irrevocable.

INTERPRETATIONS

4. Any benefits conferred upon any beneficiary are in addition to and not in substitution for any provision made for such beneficiary under any other instrument or disposition whether by settlement Will or otherwise.

AUTHORISED INVESTMENTS

5. All moneys liable available or requiring to be invested under these trusts may be invested in or upon any of the following investments modes of investment or property notwithstanding that such investments may be of a wasting or speculative nature namely:-

- (a) Investments authorised by the laws of the Commonwealth of Australia or any of the States or Territories thereof for the investment of trust funds.
- (b) Land wherever situate or any estate or interest therein.
- (c) Deposits at interest or otherwise with any company body corporate or bank or on loan at interest or otherwise and either with or without security to any person and notwithstanding where the borrower may for the time being be situate domiciled or resident.
- (d) The fully or partly paid shares stock obligations or debentures of any company or body corporate wherever it may have been incorporated or may carry on business, and any interest in a Unit Trust or other trust whether by purchase of units or otherwise and whether or not involving the Trustees in any liabilities associated with such interest.
- (e) Any investment or property (wherever situate) speculation enterprise or manner of investment from time to time unanimously approved by the Trustees the intention of this Clause being the Trustees may lay out and invest moneys in the same manner as if they were the beneficial owners thereof.
- (f) The acquisition and carrying on of any business, business name, trade, process of production or manufacture, lease, sub-lease, retailing or wholesaling, or other enterprise as the Trustees may think fit.
- (g) The purchase acquisition or effecting of any reversionary or deferred property or rights of any description or any life or life-endowment annuity or sinking fund or term or other policy of insurance of whatsoever nature and at or subject to any premium or premiums whether single or payable periodically and with or subject to any options rights benefits conditions or provisions whatsoever and the Trustees shall have power to pay out of the income or capital of the Trust Fund as they in their absolute discretion think fit all sums payable from time to time for premiums or otherwise for the effecting or maintenance of any policy of insurance (whether owned by the Trustees or otherwise) or for the exercise or enjoyment of any option right or benefit thereunder and any surrender of any such policy shall for the purposes of this settlement be deemed a sale.

TRUSTEES' POWERS

6. In addition to the powers granted to or vested in them by law the Trustees shall have the following powers and discretions which they may exercise or refrain from exercising even though they may be personally interested in or benefit from the outcome of the exercise thereof:

GENERALLY

- (a) To apply and invest moneys forming part of the Trust Fund in any investments whether involving liabilities or not or upon personal credit with or without security and upon such terms and conditions as the Trustees shall in their absolute discretion think fit and to the intent that the Trustees shall have the same powers in all respects as if they were absolute owners beneficially entitled including without diminishing the generality of the foregoing they may subscribe for, take up on allotment and purchase any shares, stocks, bonds, mortgages, debentures, obligations or securities of any government authority trust enterprise or company in any part of the world and take or purchase the whole or any part or unit of or share or interest in (including a minority share or interest in) any business or partnership and the goodwill and assets thereof and the purchase of any real or personal property wheresoever situate and to exercise all rights and privileges and perform all duties and obligations appertaining or incidental thereto AND the Trustees may make or purchase any such investments for cash or in consideration of an annuity or otherwise and upon such terms and conditions as the Trustees shall in their absolute discretion think fit and they may make or purchase any such investment for a sum greater than the amount of the Trust Fund for the time being and they may agree to pay for any such investments wholly or in part from any future moneys which may come into their hands, including dividends, profits, interest or other income paid or payable in respect of any such investments.

TO BORROW OR LEND AND GUARANTEE

- (b) (i) To borrow and raise financial accommodation from any person or body corporate or unincorporated on such terms and conditions as to interest return and otherwise and for such purposes as the Trustee may in its absolute discretion think fit for the carrying out of the Trust or powers or authorities or discretions of the Trustee under this deed

(ii) to advance and lend moneys to any persons firms companies corporations or governmental or municipal bodies and upon such terms with or without security or interest as the Trustee shall deem fit

(iii) To guarantee or covenant, give any indemnity, or assume any obligation, solely or with others, jointly and severally, for the payment of moneys or the performance of any agreement contract obligation or undertaking by any person firm company corporation or association upon such terms with or without security as the Trustee shall deem fit

(c) to secure the repayment of any borrowing or financial accommodation or any other indebtedness of the Trustee or the liability arising from any guarantee indemnity covenant or obligation by mortgage or by fixed or floating charge or by other encumbrance over all or any part of the Trust Fund including any property which may be subsequently acquired by the Trustee so that it will form part of the Trust Fund; any such mortgage charge or encumbrance shall be valid in all respects irrespective of the purpose for which the borrowing financial accommodation indebtedness guarantee indemnity covenant or obligation has arisen or been given and the rights of the mortgagee or chargee or person secured shall take priority in all respects over the rights of the beneficiaries hereunder and all other persons whatsoever and the Trustee is hereby expressly empowered to join with any company or natural person in executing any mortgage charge deed or other document for the purposes of this Clause and no lender shall be concerned to enquire as to the propriety of any security or as to the application of any moneys raised thereby.

TO ALLOW USE IN SPECIE

(d) To permit any beneficiary under this deed to use any real or personal property subject to these trusts upon such terms and conditions as the Trustees may from time to time think fit.

TO USE CUSTODIAN

(e) To transfer the whole or any part of the assets of the Trust Fund whether real or personal to one or more companies or persons to allow any such company or person to hold or acquire such assets so that such assets vest in are held by and stand in the name of such company or person subject to the trusts of this settlement and so that such company or person act as custodian trustee of the Trust Fund or of any part thereof, or act as nominee of the Trustees, whether such company or person is a trustee of this settlement or not and to provide for the terms conditions and manner of control which shall apply to such holding of the said assets while held in the name of such company or person and to vary such terms and conditions from time to time as the Trustees may think fit.

TO ACT AS DIRECTOR

(f) Any trustee hereof or person nominated by the Trustees may become a director or servant of any company or body corporate in which the Trustees may from time to time hold shares or stock as part of the Trust Fund and to receive the remuneration attaching to such office without being liable to account for the same. AND IT IS DIRECTED that the trustee may become qualified as a director by the holding in his own name of shares or stock belonging to the Trust fund PROVIDED that he account to the Trust Fund for all dividends and bonuses payable in respect thereof.

TO BLEND AND APPORTION

(g) With regard to any property or moneys which may be divisible amongst or belong to different trusts or shares in the Trust Fund to hold such property or invest such moneys as a whole or as a common fund with power from time to time to apportion such property or common fund and the income thereof amongst the persons or separate trusts entitled thereto in proportion to their respective interests.

TO PAY EXPENSES

(h) To pay out of the Trust Fund or the income thereof all costs charges and expenses incidental to the management of the Trust Fund or to the exercise of any power authority or discretion herein contained or of carrying out or performing the trusts hereof which the Trustees may at any time incur in respect of the Trust Fund costs in any way connected with the preparation and execution of these presents and all moneys which the Trustees may be required to pay as taxes rates or probate estate gift stamp or revenue duties including stamp duties payable in respect of or in relation to the Trust Fund, whether or not such payment is likely to be enforceable against the Trustees.

TO ACT IN RESPECT OF INTERESTS IN COMPANIES

(i) With respect to any company or unit trust or venture (in this paragraph referred to as a "company") in which the Trustees hold shares stocks units interests debentures or other investments or are otherwise interested in or concerned with (in this paragraph referred to as "shares" or "interests") or

which is formed to acquire all or any of the assets of or to carry on the business of any such company, to exercise the following powers in respect of any of such investments in addition to the powers conferred by law:

- (A) to pay calls on any shares or interests or to permit them to be forfeited and sold;
- (B) to purchase any further shares or interests and to take up a new issue of them by any such company;
- (C) to lend money to any such company whether secured by debentures or in any other way or not secured and at such rate of interest and upon such terms as the Trustees think fit;
- (D) to hold any shares or interests acquired by the Trustees for as long as the Trustees think fit;
- (E) to sell any shares or interests held by the Trustees at such price as the Trustees think fit (whether or not such price is less than the sum that appears from the accounts of the company to be the value of such holding) and upon such terms with or without security as the Trustees think fit;
- (F) to assent to or join in any arrangement relating to the sale or transfer or exchange of any such shares or interests or modifying any rights or privileges or interests in relation thereto and to agree to any scheme or arrangement for the increase or reduction of the value or amounts of any shares or interests or of the capital of any company in which any shares or interests forming the whole or any part of the Trust Fund for the time being may be invested or for which they are substituted or given in exchange either wholly or partly for others whether in the same company or not; and for such purpose to deposit surrender or exchange any script or document or title relating thereto, and to pay any contribution out of the capital of the Trust Fund or the income thereof or to incur any necessary expenses in connection with such scheme or arrangement and generally to manage and deal with them as if the Trustees owned them beneficially;
- (G) in respect of a winding up of any company in which the Trustees may for the time being hold shares or interests or are otherwise concerned or interested in to agree with the liquidator of such company or any member or members of such company or any other person in all things as the Trustees shall in their absolute discretion think fit for the division or partition in kind or specie of the assets or property of whatsoever nature of the company and to accept any of the assets and property in payment or satisfaction of any interest of the Trustees in the company with power to pay any moneys by way of equality of division or partition.

TO CARRY ON BUSINESS

- (j) to carry on any business which the Trustees shall think fit in Australia or in any other country and to do such acts as may be necessary or considered desirable in order to carry on such business effectively and without restricting the foregoing may acquire a business name, purchase and sell commodities and goods of any description, arrange for the provision of services, whether advisory professional broking financial or other, employ workmen, supervisors, managers and others, or arrange for part of such business to be conducted by contractors.

TO PAY TO PARENT OR GUARDIAN

- (k) to pay over to the parent or guardian of any beneficiary who is under a legal disability any sum of money to which the beneficiary may from time to time be entitled and without requiring such parent or guardian to account for the application of the sum, and the receipt of the parent or guardian of the beneficiary shall be a sufficient receipt and discharge to the Trustees for any moneys paid to them for or on behalf of the beneficiary and the Trustees shall not be bound to see to the application thereof.

TO DEAL WITH TRUSTEES AND ASSOCIATES

- (l) At their absolute discretion to sell transfer hire lease or dispose of any real or personal property of the Trust Fund or to lend or advance any moneys to the Trustees or any one or more of them in their personal capacity or in their capacity as trustees of other trust funds or otherwise or to any company or partnership notwithstanding that any Trustee is a shareholder or director or member or partner of such company or partnership AND generally to deal with any of the Trustees in their personal capacity in all respects as if there were two separate persons to the dealings or to deal with any spouse or child of the Trustees or of any of them.

TO SUBDIVIDE AND DEVELOP LAND

- (m) To partition or agree to the partition of or to sub-divide or agree to the subdivision of any land or other property which or any interest in which may for the time being be subject to the trusts hereof and to pay any moneys by way of equality of partition, and to construct demolish maintain repair renovate

develop or improve any buildings structures or other property whether real or personal, and to deal with any such property by way of lease exchange transfer conveyance assignment mortgage charge pledge grant of option or otherwise.

TO PROMOTE COMPANIES

(n) To establish promote or acquire any company or companies or join in the promotion or establishment or acquisition of any company .

TO APPROPRIATE ASSETS

(o) To appropriate without obtaining any of the consents otherwise required by law any part of the Trust Fund either in its actual condition or state of investment or by setting apart or crediting in the books or accounts of the trust any sum in or towards the satisfaction of any share whether vested or contingent to which any person may be entitled in the Trust Fund and for that purpose to make or cause to be made any valuation of the whole or any part of or of any interest in the Trust Fund as the Trustees may deem necessary either by themselves or by such person or persons whether duly qualified or not as they may appoint and in such manner and at such respective times as the Trustees consider just and proper and every valuation and every appropriation made by the Trustees shall bind all persons interested whether in the share to which the appropriation is made or in any other shares or otherwise interested in the Trust Fund notwithstanding that such persons may not be in existence or that any may be infants lunatics or otherwise under a disability or cannot be found or ascertained at the time of such appropriation or that the Trustees or any one or more of the Trustees for the time being or any person who is a director or shareholder of the trustee making the appropriation are or may be beneficially interested either indirectly or directly in the property appropriated or may benefit either directly or indirectly as a result of the exercise by the Trustees of the power of appropriation as aforesaid.

TO DETERMINE DOUBTS

(p) To determine whether any real or personal property or any increase or decrease in amount number or value of the property or holdings of property or any receipts or payments from for or in connection with any real or personal property shall be treated as and credited or debited to capital or to income (notwithstanding the decision of any company in such matter) and generally to determine all matters as to which any doubt difficulty or question may arise under or in relation to the execution of the trusts and powers of this settlement; and the Trustees may take the opinion of a barrister or solicitor and shall be entitled to act upon such opinion or to decide to make their determination upon other considerations and every determination of the Trustees in relation to any of the matters aforesaid whether made upon a question formally or actually raised or implied in any of the acts or proceedings of the Trustees in relation to the Trust Fund shall bind all parties interested therein and shall not be objected to or questioned on any ground whatsoever.

TO JOIN

(q) To join together with the trustees of any other trust or any other persons and to invest or otherwise deal with the Trust Funds jointly or in partnership with such other trustees or persons and the Trustees of this Settlement together with such other trustees or persons shall then make such apportionment as in their opinion is just and fair.

TO OPERATE BANK ACCOUNTS

(r) To open any account with any Bank and to operate any such account in all usual ways including drawing making endorsing discounting issuing or otherwise dealing with cheques promissory notes bills of exchange bills of lading or other negotiable or transferable instruments and to deposit withdraw purchase sell any money currency or coin of any country and whether or not in current circulation.

TO CHANGE INVESTMENTS

(s) To vary or transpose any investments into or for any other or others of any nature whatsoever and to vary the terms of or property comprised in any security.

TO APPOINT OTHER TRUSTEES

(t) to appoint in respect of the whole or any part of the Trust Fund new trustees in any country in the world and to transfer the relevant assets to them upon similar trusts either subject to the control of the Trustees or to the exclusion of such control.

PROVISION OF ANNUITIES

- (u) to agree to pay and to charge the Trust Fund with the payment of an annuity and to grant or redeem any annuity payable for a fixed period or to the extent permitted by law any annuity for any other period specified.

TO RECEIVE GIFTS

- (v) to receive and accept any gifts bequests devises and legacies to be held on these trusts or subject to any conditions not inconsistent with these trusts.

TO KEEP RECORDS

- (w) to keep such records as may be required or necessary or desirable. If the Appointor thinks it appropriate he may appoint an auditor to inspect the accounts books and records of the Trust Fund and to report to him and the Trustees. A copy of the auditor's report shall be made available to any specified beneficiary and any corpus beneficiary upon request.

INCOME STREAMING

- (x) In dealing with the income the Trustees may decide to treat income derived from different origins in different ways and they may resolve that any particular payment application or appropriation shall be made from income of a specified origin.

INCIDENTAL MATTERS

- (y) to do all such acts and things as may be necessary or incidental to the exercise of the powers otherwise given to them by these trusts.
- (z) Generally to exercise or concur in exercising all the powers and discretions contained in this deed or otherwise conferred by law and notwithstanding that the Trustees or any person being a trustee or being a director or shareholder of any company which is a trustee hereof has or may have an indirect direct or personal interest (whether as trustee of any other trust or settlement or in his personal capacity or as a shareholder or director or member or partner of any company or partnership or as a unitholder in any Unit Trust or as a beneficiary of any discretionary or other trust or otherwise) in the mode or result of exercising such power or discretion or may benefit directly or indirectly as a result of the exercise of any such power or discretion and notwithstanding that the trustee for the time being is the sole trustee.

TRUSTEES MAY PAY OUT CAPITAL

7. The Trustees from time to time in their absolute discretion and in such manner as they think fit may pay to any one or more members of the Discretionary Class, or apply or settle on trust, for their maintenance education advancement or benefit the whole or any part of the Trust Fund.

TRUSTEES MAY CHARGE FOR SERVICES

8. Any trustee of this deed being engaged in any profession or business or in any enterprise conducted by or on behalf of these trusts may be so employed or act and shall be entitled to be paid such remuneration as the Trustees shall consider reasonable for being so employed or so acting in connection with the trusts hereof.

COMMISSION

9. The Trustees shall be entitled (but not bound) to charge and be paid commission at such rate as they consider reasonable on the gross income of the Trust Fund and if at the time any such commission becomes payable there shall be more than one trustee hereof the commission so payable shall be divided between them in such manner as the Trustees may agree and if they do not agree on the manner of such division it shall be divided equally between them. No commission shall be payable in respect of the corpus of the Trust Fund.

LIABILITY FOR DEFAULTS ONLY

10. The Trustees shall be answerable and accountable only for their own acts receipts omissions neglects and defaults and not for those of any person employed or authorised to act on their behalf with whom or into whose hands any part of the Trust Fund or income thereof comes or is deposited nor for accepting less than a marketable title, nor for any error omission failure to act mistake or lack of skill if made in good faith, nor for any loss unless the same shall happen through their own wilful neglect or default.

TRUSTEES MAY DELEGATE

11. The Trustees may delegate in writing the exercise of all or any of the powers discretions or authorities hereby conferred on the Trustees and may execute any powers of attorney or other instruments necessary to effectuate such purpose. The Trustees need not act personally but may act by managers, or may employ any

contractors managers solicitors accountants clerks workmen employees or servants or any agents to transact any business required to be done in the premises including the receipt and payment of money and the Trustees shall decide the remuneration to be allowed and paid for all charges and expenses so incurred.

TRUSTEES TO ACT JOINTLY

12. (a) The Trustees if at any time they are more than one shall act jointly and not severally. Subject to the consent of the Appointor each trustee may appoint an alternate trustee to act in his place at meetings of trustees so long as and whenever the appointing trustee is out of the State or territory where the Trust Fund has its general administration or is otherwise incapable of acting .
- (b) If at any time there are more than one trustee of this trust and they do not agree on any matter or proposed action they shall refer the matter or action to the Appointor whose decision shall be final and the Trustees shall act in accordance with the decision of the Appointor.
- (c) If a trustee is a company it shall act in relation to the Trust Fund by resolution of its Board of Directors. If it is not the sole trustee it may attend meetings of trustees and vote there by its representative.

SOLE TRUSTEE

13. A sole trustee hereof for the time being is hereby authorised notwithstanding that he is the sole trustee to receive capital and other moneys and to give valid and effectual receipts therefor including for the receipt of capital moneys for the purposes of any statutory enactments.

CAPITAL GAINS

14. The Trustees may in their discretion treat any capital gains which are taxable as such in the same way as income is to be treated for the purposes of this trust or if they think it more appropriate they may treat such capital gains as part of the trust fund and deal with it under the provisions of clause 7 or clause 15(b).

DISTRIBUTION

15. (a) The Trustees shall hold the Trust Fund or such parts of the Trust Fund as have not been appropriated or distributed and which have not vested absolutely; and

DISCRETIONS

(i) shall pay or apply or appropriate the whole or such part of the income of the Trust Fund and in such manner and at such times as the Trustees shall in their absolute discretion think fit to or for the benefit of one or more of the members of the discretionary class and if the Trustees shall think it desirable unequally between the members of such class or for or towards the maintenance support education or benefit of such one or more to the exclusion of the other or others of such members as the Trustees shall in their absolute discretion determine.

INCOME OF INFANTS

(ii) Any income which the Trustees may determine to appropriate for the benefit of any infant may be retained together with any income arising from the investment of such appropriated income for that infant during the minority of such infant and the Trustees may in their discretion postpone the payment of such retained income to such infant or to his parent or guardian on his behalf until the "date of vesting", or such earlier date as he may become able to call for such payment. Such appropriations in respect of any infant shall be deemed to be held as a separate Trust for that infant subject to the like powers and conditions as set out in this deed in relation to the Trust Fund.

ACCUMULATION

(iii) Any income not applied as aforesaid may be applied to charitable purposes or paid to any Association Corporation or other body established for charitable purposes or paid or applied for the benefit of any other trust established for the benefit of any one or more of the Beneficiaries whether or not such other Trust also benefits other persons provided that as long as any person acts as Appointor of this Trust no such application or payment of either nature shall be made unless with the consent in writing of the Appointor previously received and any balance of income may be accumulated by the Trustees. Such accumulation of income shall continue until "the date of vesting" PROVIDED THAT if the period of accumulation shall end or be determined by Law before "the date of vesting" the Trustees shall thereafter apply the whole of the income in accordance with the provisions of this Clause regarding income not accumulated.

POWER TO RESORT

(iv) From time to time at their discretion the Trustees may resort to any accumulations and apply them as income at any time prior to the date of vesting provided that this power to resort or any other power contained in this deed shall not be exercised in any way which would result in the Settlor or any other person who has conferred a benefit on the settlement receiving any amount paid out of such accumulations.

VESTING OF CORPUS

(b) At the date of vesting the Trust Fund then held by the Trustees shall be held as to both capital and income upon trust for the corpus beneficiaries in the proportions set out in the Schedule or if no proportions are stated then in equal shares **PROVIDED THAT** if any corpus beneficiary shall die before the date of vesting of an interest under the foregoing provisions leaving issue surviving such corpus beneficiary, such issue shall stand in the place of the deceased and shall take in equal shares per stirpes (a parent taking to the exclusion of his children) the interest in the same manner as the deceased corpus beneficiary would have taken if he or she had survived to the date of vesting.

FINAL VESTING PROVISION

16. If in the events which happen or if for any reason whatsoever the Trust Fund or any parts of it shall not be effectively or validly disposed of by the preceding trusts the Trustees shall hold the Trust Fund or such parts for such persons who are related by blood marriage or in law as would be entitled to participate in the estate of the last of the corpus beneficiaries to die if such corpus beneficiary had died intestate and domiciled in the State or Territory specified in the Schedule on the date of the death of the last to die of the persons contingently entitled under the preceding provisions of this deed and in the proportions prescribed by law relating to the distribution of the intestate estate of a person so dying and if there shall be no such persons to take pursuant to the provisions of this Clause then upon trust for such public charitable purposes as the Trustees may determine. Any resulting trust to the Settlor is hereby expressly negatived.

APPOINTMENT OF TRUSTEES

17. The Appointor may revoke the appointment of any trustee for the time being hereof or may appoint a new trustee or trustees hereof and on the death or retirement of any trustee he may appoint a new trustee or trustees in the place of the one so dying or retiring and further his consent to the retirement of any trustee shall be a sufficient consent to the retirement of any trustee as required by law.

APPOINTOR MAY PROVIDE FOR SUCCESSOR

18. An appointor may by Deed or Will pass this power to some other person or by Deed may renounce the powers conferred upon him by this deed. If the Appointor does renounce these powers he may by the same Deed provide for another person to exercise these powers and for further nominations of persons to exercise these powers. While the Appointor retains these powers he may direct the Trustees in writing to act or not to act in a particular way in respect of certain parts of the Trust Fund, or to dispose of certain assets from the Trust Fund or to acquire others for the Trust Fund. When there are two or more Appointors they will have to act jointly. If at any time there is no appointor capable of acting the Trustees may act as if the consent of the Appointor had been given to any action where it would otherwise be required, and may appoint new trustees or retire in accordance with the general provisions of the law notwithstanding the provisions herein contained.

EXCLUSION FROM BENEFIT

19. If the Appointor consents in writing the Trustees may exclude any beneficiary from any further benefit hereunder and if such excluded beneficiary consents to the action of the Trustees in declaring that he or she would thereafter be excluded from further benefit then the action of the Trustees shall become irrevocable and the interest which would otherwise have come to be distributable to the excluded beneficiary shall be dealt with by the Trustees as if the beneficiary had died upon the date upon which such determination of the Trustees was confirmed by receipt of the consent in writing of the beneficiary.

DIRECTIONS BY BENEFICIARIES

20. (a) The Trustees shall not be obliged to comply with the directions of the Settlor, nor of any beneficiary save after the date of vesting, and the Trustees shall have no right of indemnity or recourse against the Settlor or any beneficiary but shall be restricted to being indemnified out of the assets of the Trust for any liabilities properly incurred.

INDEMNITIES

(b) The Trustees shall be indemnified out of the Assets of the Trust Fund for all liabilities incurred by them in the course of acting for the trust.

DISCLOSURE

21. The Trustees shall disclose details of their decisions to any person who may be affected by them and to the Appointor, any auditor of the Trust Fund, and any other person who may be entitled to receive the relevant details, but shall not disclose details of their discussions or of any matters taken into their consideration before arriving at their decisions.

DISCRETIONS

22. Every discretion and power exercisable by the Trustees shall be absolute and fully discretionary without any restriction being implied from any other provision of this deed or otherwise.

AMENDMENT

23. The Trustees for the time being may with the consent in writing of the Appointor (if any) from time to time revoke add to or vary any of the terms or conditions of this deed Provided that any such amendment shall not infringe the rule against perpetuities, or affect the beneficial entitlement to any amount set aside allotted to or used for the benefit of any beneficiary prior to the date of any such variation alteration or addition.

LIQUOR LICENCE

24. While and so long as the Trustees are the holders of any licence or permit issued pursuant to the Act or any amendment or re-enactment thereof, no variation or amendment to the Trust Deed shall be made (including any change of Trustees or addition of any beneficiary) unless and until the variation or amendment has been submitted in writing to the Registrar of the Commission and the proposed variation or amendment has been approved by the Commission.

The references in the preceding paragraph shall be taken to refer to the appropriate legislation authorities and executives in the relevant States and Territories, e.g.

JURISDICTION	LEGISLATION	AUTHORITY	EXECUTIVE
Victoria	Liquor Control Act 1987	Liquor Licensing Commission	Registrar
New South Wales	Liquor Act 1982	Liquor Administration Board	Secretary
Queensland	Liquor Act 1992	Liquor Licensing Division	Chief Executive
Western Australia	Liquor Licensing Act 1988	Director of Liquor Licensing	Director
South Australia	Liquor Licensing Act 1985	Liquor Licensing Commissioner	Commissioner
Australian Capital Territory	Liquor Act 1975	Registrar of Liquor Licences	Registrar
Northern Territory	Liquor Act 1978	Liquor Commission	Registrar
Tasmania	Liquor & Accommodation Act 1990	Commissioner for Licensing	Chief Executive Officer

SCHEDULE

DATE OF SETTLEMENT: 29th May 2006

SETTLOR: CGJ INVESTMENTS PTY. LTD. ACN: 112 161 074 of
114/95 Rouse Street
Port Melbourne VIC 3207

TRUSTEES: SCLIMA PTY. LTD. ACN: 119 926 000 of
42 Symon Street
St Helena VIC 3088

NAME OF TRUST: BANTHORPE FAMILY TRUST

SETTLED SUM: \$ 10.00

OTHER SETTLED PROPERTY:

APPOINTOR: Craig James Banthorpe of
42 Symon Street
St Helena VIC 3088

CORPUS BENEFICIARIES: Craig James Banthorpe of
42 Symon Street
St Helena VIC 3088
Samantha Lee Banthorpe of
42 Symon Street
St Helena VIC 3088
Liam Banthorpe of
42 Symon Street
St Helena VIC 3088
Emma Banthorpe of
42 Symon Street
St Helena VIC 3088

SPECIFIED BENEFICIARIES:

DATE OF VESTING: Eighty Years from the day before the Date of Settlement

RELEVANT LAW: Victoria

IN WITNESS WHEREOF the parties have executed these presents the 29th day of Mar 2006

EXECUTED UNDER SEAL in the presence of the undersigned by
SCLIMA PTY. LTD. ACN: 119 926 000
in accordance with its Constitution OR for and on behalf of the Company by;

DIRECTOR [Signature] SECRETARY [Signature]

EXECUTED UNDER SEAL in the presence of the undersigned by
CGJ INVESTMENTS PTY. LTD. ACN: 112 161 074
in accordance with its Constitution OR for and on behalf of the Company by;

Director [Signature] Secretary [Signature]

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